

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

DITECH FINANCIAL, LLC,
Plaintiff,

v.

DEWAYNE NAUMANN and
THERESA C. GLOIER,
Defendants.

§
§
§
§
§
§
§

Civil Action No. 1:17-cv-101-LY

AFFIDAVIT OF DEWAYNE NAUMANN

STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Dewayne Naumann, who, after being duly sworn, stated under oath the following:

“My name is Dewayne Naumann. I am over the age of eighteen (18) and I am fully competent to make the statements contained herein. I have personal knowledge of the statements contained herein and such statements are true and correct.

“In the fall of 2013, I hired the Law Office of David Rogers and its co-counsel, Wilson Law Office, PLLC, (hereinafter “Rogers & Wilson”) to represent my wife (Defendant Theresa C. Gloier) and I in connection with an illegal foreclosure of our home. Ocwen Loan Servicing, LLC (now Ditech Financial, LLC) attempted to foreclose on our home several times over the course of four years. This campaign included three separate lawsuits and years of negotiations. We appreciated our lawyers’ efforts to keep things simple. Billing was straightforward and we only had to sign one contract with Rogers & Wilson, which included representation for each separate

AFFIDAVIT



EXHIBIT 14

PAGE 1 OF 3

lawsuit relating to the foreclosure of our home.

"I never fully understood the judicial foreclosure process in Texas, but what was clear was that I was instructed by my lawyers to never contact the bank or its servicer. I was further instructed to forward to our lawyers anything we received from the bank that was related to our home or the foreclosure. That became the practice for years, and my wife and I would get into the habit of not even opening the mail, and instead, entrusting it to our lawyers.

"In February of 2017, I received "Plaintiffs' Original Complaint". My wife and I were confused, because it was our understanding the bank voluntarily dismissed their foreclosure lawsuit against us several months prior. That said, we did what we've done for years and forwarded the new lawsuit to our attorneys. Once again, we trusted in the fact that our lawyers would take care of it, i.e. file a response. Over the next couple months it became apparent through conversation that our lawyers were not going to represent us any longer in connection with this lawsuit. Deadlines were never discussed. Panicked, I quickly hired a new attorney.

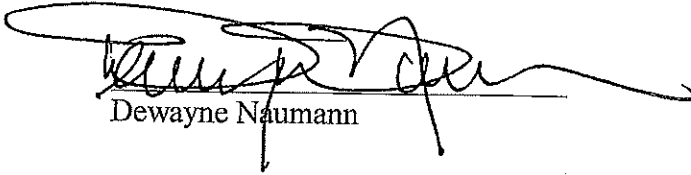
"It is now apparent that I mistakenly assumed Rogers & Wilson was still representing me and my wife. My assumption rested on the fact that the firm represented us in the past each time a new lawsuit was brought so long as I continued paying our bill. Unfortunately, that was no longer the case. If my wife and I had been aware that we were no longer represented we would have taken steps to avoid the default judgment. Our neglect was not intentional.

"My wife and I deny the allegations against us in the Lawsuit. The loan taken out on my home violates the Texas Constitution and the bank has refused to cure the problem. Specifically, in 2009, my home was appraised at a fair market value of \$271,293. Therefore, eighty percent of that value on the date the loan was issued was \$217,034.40. Envoy Mortgage Ltd. (the original lender) executed a Texas Home Equity Note in the original principal amount of \$296,250.00 in substantial excess of the amount authorized by law. We have a valid defense to this lawsuit and

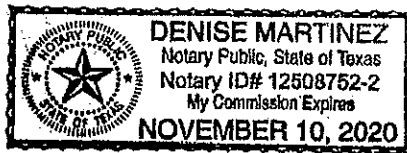
request that we be afforded an opportunity to raise it before this honorable court.

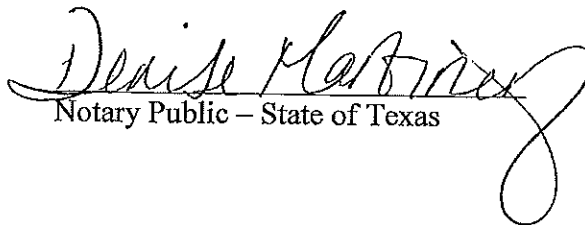
"My wife and I ask that this Court set aside this default judgment against us for the reasons discussed in our motion.

Further, Affiant sayeth not.


Dewayne Naumann

SUBSCRIBED AND SWORN TO BEFORE ME on this 26 day of July, 2017, to certify which witness my hand and official seal.




Notary Public – State of Texas